# REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN

THE STATE OF SOUTH CAROLINA

# Positive Moves Relocation and Transfer, LLC South Carolina Household Goods Tariff

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# **Applicability of Tariff**

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Positive Moves Relocation and Transfer, LLC ("POSITIVE MOVES"). These services are furnished between points and places in all South Carolina counties.

#### **SECTION 1**

## 1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below. Local moves are done on an hourly basis. Alternate pricing for weight and mileage is available for distances greater than 100 miles from origin to destination. If weight and mileage option is chosen it will be based on a 2000-pound minimum regardless of actual weight.

#### 1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the POSITIVE MOVES office location, and includes the movers estimate return time to the office location.

Number of Movers	Hourly Charge
Two Men and a Truck	\$110.00
Three Men and a Truck	\$150.00
Four Men and a Truck	\$190.00
Each Additional Man	\$40.00 per man/per hr.

# 1.2 Office Hours / Minimum Hourly Charges:

POSITIVE MOVES will operate Monday – Friday, 8:00 am - 5:00 pm and Saturday from 8:00 am - 12:00 pm. Sunday – Emergencies Only

Monday- Thursday	Three-Hour Minimum Charge
Friday- Sunday	Four-Hour Minimum Charge

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Recognized Federal Holidays

Four- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, POSITIVE MOVES will charge the applicable minimum. Customers are not charged an additional fee for overtime labor.

#### 1.3 Basis of Weight:

- **1.3.1** The tare weight of each carrier vehicle used in the transportation of household goods shall be determined by having it weighed prior to the transportation of each shipment, without the crew thereon, by a certified weigh master or on a certified scale, and when so weighed the gasoline tank on each such carrier vehicle shall be full and the carrier vehicle shall contain all blankets, pads, chains, dollies, hand trucks, and other equipment needed in the transportation of such shipment. Each carrier shall retain in the vehicle subject to inspection, a weigh master's certificate of weight tickets as each such carrier vehicle showing the tare weight, a date weighed, and a list of such equipment.
- **1.3.2** After the carrier vehicle has been loaded it shall be weighed, without the crew thereon, prior to delivery of the shipment and the net weight shall be determined by deducting the tare weight from the loaded weight, except that in instances where no adequate scale is located, a constructive weight, based on seven (7) pounds per cubic foot (700 pounds per 100 cubic feet) of property loaded van space, may be used. The gross weight, tare weight, and net weight, or the constructive weight, shall be shown on the Bill of Lading and Freight bill.
- **1.3.3** In the transportation of part loads this rule shall apply in all respects except that the gross weight of a carrier vehicle containing one or more part subsequently loaded thereon, and a part load for any one shipper, not exceeding one thousand (1000) pounds, may be weighed on a certified scale prior to being loaded on a vehicle, such part load to be accompanied by a weight ticket evidencing such weighing.
- **1.3.4** All tare, gross, actual, or constructive weights, shall be properly certified to, by the person or persons who ascertain such weights.

#### 1.4 Payments

**1.4.1** The carrier will not deliver or relinquish possessions of any property transported by it until tariff rates and charges thereon have been paid in cash,

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money order, or certified check, except where other satisfactory arrangements have been made between the carrier and the consignor or consignee.

**1.4.2** Nothing herein shall limit the right of the carrier to require, at time of or before shipment, the prepayment in part or in full or guarantee of the charges.

#### **SECTION 2**

#### 2.0 Additional Services

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

## 2.1 Handling of Heavy Articles

Except as otherwise specifically provided in this tariff, or as amended, the services covered by this tariff do not include the handling, loading, or unloading of any single article weighing six hundred (600) pounds or more except pianos. The extra handling, loading, or unloading in every instance must be provided by the shipper or if the carrier has additional personnel and equipment available, such extra services upon such articles must be securely braced and blocked, and when such bracing or blocking require material not forming part of the regular equipment of the carrier vehicle, or extra labor, such material must be furnished by the shipper. Any additional equipment needed to move an article safely will be charged to the shipper.

## 2.1.1 Bulky Article Charges (per item)

- Floor Model Television (48" or above) \$120
- Pool Tables-\$275
- Gun cabinet \$90
- Steel Gun Cabinet (in excess of 400 lbs.) \$150
- Hot Tubs, Whirlpools \$250
- Riding Lawnmowers- \$120
- Freezers \$90
- Flat Screen Televisions (41" or above) \$70.00
- Golf Carts \$150
- Pianos \$275

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## 2.2 Elevator or Stair Carry

POSITIVE MOVES does not charge an additional fee for elevator or the first flight of stair carry, internal and external. Second flight of internal stair carry or second flight of external stair carry, and all following flights, are \$1 per step per flight.

#### 2.3 Excessive Distance or Long Carry Charges

POSITIVE MOVES does not charge an additional fee for carrying articles a reasonable distance to or from the motor vehicle, within 100 feet. Excessive distances where pick-up or delivery involves carrying in excess of 100 feet shuttle vehicles will be used and equipment rental and additional labor will be charged to the customer.

#### 2.4 Pick Up and Delivery

POSITIVE MOVES does not charge an additional fee for making additional pick-ups or deliveries after the initial stop on hourly moves.

#### 2.5 Impractical Pick Up or Delivery and Auxiliary Services

- **2.5.1** It is the responsibility of the shipper to make shipment accessible to carrier or accept delivery from carrier at a point at which the road haul vehicle may be safely operated.
- 2.5.2 When it is physically impossible for carrier to perform pick up of shipment at origin address or to complete delivery of shipment at destination address with normally assigned road haul equipment, due to the structure of the building, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration or roadway due to rain, flood, snow, or nature of an article or articles included in the shipment, the carrier shall hold itself available at point of pick up or tender delivery at destination at the nearest point of approach to the desired location where the road haul equipment can be made safely accessible.
- **2.5.3** Upon request of the shipper, consignee or owner of the goods, the carrier will use or engage smaller equipment than its normal road haul equipment or provide extra labor for the purpose, if possible, of accomplishment, or transferring the shipment between the residence and the nearest point of

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approach by the carrier's road haul equipment. Charges for this auxiliary service to cover labor and additional vehicle (if used) will be as provided in section 1.1 and 1.2 and shall be in addition to all other transportation or accessorial charges.

- 2.5.4 If the shipper does not accept the shipment at nearest point of safe approach by carrier's road haul equipment to the destination address, the carrier may place the shipment, or any part thereof not reasonably possible for delivery, in storage at the nearest available warehouse of the carrier, or at the option of the carrier, in a public warehouse, subject to a lien for all lawful charges. The liability on the part of the carrier will cease when the shipment shall be considered as having been delivered.
- 2.5.5 Transportation charges to cover the movement of shipment or part thereof from point which it was originally tendered to warehouse location shall be computed on basis of tare as provided in tariff from point at which it was originally tendered. All accrued charges on the shipment or any part thereof shall be due and payable upon delivery of same, to the warehouse. Any subsequent movement from warehouse shall constitute a new shipment.

#### 2.6 Packing and Unpacking

- **2.6.1** POSITIVE MOVES does not charge a separate fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus, the price of packing materials as listed on Appendix A.
- 2.6.2 POSITIVE MOVES is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. POSITIVE MOVES reserves the right to decline any moves consisting of extremely large or fragile items.

#### 2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

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#### 2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of POSITIVE MOVES.

#### **SECTION 3**

#### 3.0 Rules and Regulations

#### 3.1 Claims

- **3.1.1** Articles liable to cause damage will not be accepted for shipment. Carrier will not accept for shipment property liable to impregnate or otherwise damage equipment or other property. The carrier will not accept for shipment articles which cannot be taken from the premises without damage to the article or the premises.
- **3.1.2** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- **3.1.3** Claimant must notify carrier of all claims for concealed damage within 30 days of the move. POSITIVE MOVES must be given reasonable opportunity to inspect damaged items.
- 3.1.4 Although our movers will be careful with your possessions, from time-to-time damages may occur. If damages are caused by our service, POSITIVE MOVES reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify POSITIVE MOVES immediately. POSITIVE MOVES will complete a Damage Report before leaving your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.
- **3.1.5** Items packed by owner "(PBO)" are not covered because we cannot be sure how the box, crate or bin was packed, or if it was packed correctly. Further,

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- 3.1.6 POSITIVE MOVES is not responsible for damages to ready to assemble furniture made from press board, particle board, or engineered wood.

  a. Ready to assemble furniture is defined as meaning furniture manufactured from pressboard, particle board, engineered wood or similar materials which is shipped from the manufacturer in the knocked down "KD" or knocked down flat "KDF" condition to be assembled by the retail store, reseller, or end user. Most is not designed with extra wood structural pieces to adequately brace the unit for movement out of or into a residence, or the normal truck vibration, even in air-ride trailers. It is not constructed to withstand the normal stress of a move as an assembled unit. Assembly instructions frequently suggest that the connecting hardware pieces be glued n place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.
  - **b.** Prior to the movement of a shipment of household goods/office furniture, the carrier shall give the shipper a notice containing the language outlined below and receive back the original signed copy.

#### **NOTICE**

# LIMITATION OF LIABLILITY ON PRESSBOARD, PARTICLE BOARD, and/or ENGINEERED WOOD FURNITURE

Furniture manufactured from pressboard, particleboard, and/or engineered wood is designed to go into a box from the manufacturer to the retailer and then to the end user unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed to the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration in air-ride trailers. Usually, chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the

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pieces, but does make disassembly impossible without creating substantial, unrepairable damage.

Option 1 – I/we choose to disassemble all pressboard, particleboard, and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage to the pressboard, particleboard, and/or engineered wood furniture during which may occur during the disassembly of the furniture. Option 2 – I/we have engaged the services of another individual or company to disassemble all pressboard, particleboard, and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage to the pressboard, particleboard, and/or engineered wood furniture during the disassembly of the furniture.

Option 3- I/we am/are tendering furniture constructed of pressboard, particleboard, and/or engineered wood fully assembled as part of our move. I/we understand that any claim for damage to the pressboard, particle board, and/or engineered wood furniture may be denied due to inherent vice, based upon the fact that fully assembled pressboard, particle board, and/or engineered wood furniture is inherently susceptible to damage as outlined above.

Shipper, owner, or consignee	Date

## 3.2 Computing Charges

POSITIVE MOVES's rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

# 3.3 Governing Publications

POSITIVE MOVES's rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

#### 3.4 Valuation

**3.4.1** Complete Article (Defined). Each shipping piece or package and contents thereof shall constitute an article. The total component parts of any article taken apart or knocked down for handling or loading in carrier vehicle shall constitute an article.

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- 3.4.2 POSITIVE MOVES maximum liability shall be \$0.60 per pound for the actual weight of any lost or damaged article or articles. A claim for any article that may be lost, destroyed, or damaged while in custody of POSITIVE MOVES will be settled based on the value of the item or damage up to a maximum of the weight of the article times \$.60 per pound. This value is often less than the actual value of your article(s).
- **3.4.3** Full (Replacement) Value Protection. Full replacement coverage is available upon request, or may be obtained from third-party providers
- **3.4.4** Inspection of articles. When carrier or his agent believes it is necessary that the contents or packages be inspected, he shall make or cause such inspection to be made or require other sufficient evidence to determine the actual character of the property.

#### 3.5 Items of Particular Value

POSITIVE MOVES does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones, or articles of extraordinary value including accounts, bills, deeds, evidence of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. POSITIVE MOVES will not accept responsibility for safe delivery of such articles if they come into POSITIVE MOVES's possession with or without POSITIVE MOVES's knowledge.

#### 3.6 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of POSITIVE MOVES's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

#### 3.7 Delays

POSITIVE MOVES shall not be liable for any delays in transporting household goods resulting from an Act of God or fault or neglect of any unforeseen entities.

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# APPENDIX A

PRICING FOR PACKING MATERIALS:			
Boxes, Small	\$2.00 per box		
Boxes, Medium	\$3.00 per box		
Boxes, Large	\$4.00 per box		
Wardrobe Box	\$18.00 per box		
Packing Paper	\$1.50 per pound		
Tape	\$4.00 per roll		
Mattress Bags, Twin	\$7.00 per bag		
Mattress Bags, Full	\$9.00 per bag		
Mattress Bags, Queen	\$10.00 per bag		
Mattress Bags, King	\$12.00 per bag		
Mattress Carton, Crib	\$8.00 per box		
Mattress Carton, Twin	\$9.00 per box		
Mattress Carton, Full	\$10.00 per box		
Mattress Carton, Queen	\$12.00 per piece		
Mattress Carton, King	\$12.00 per piece		

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Mirror/Picture Carton	\$10.00 per carton
Paper Pads	\$2.50 per pad
Lamp Boxes	\$4.00 per box
Dish Pack	\$10.00 per box
TV Boxes	\$40.00 per box
Grandfather Clock Box	\$60 per box

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## **APPENDIX B**

#### TRANSPORTATION RATE SCHEDULE

Rates are in dollars and cents per one hundred (100) pounds applied to actual weight (subject to minimum weight as provided in applicable rules), on shipments when released to a value not exceeding sixty (60) cents per pound per article. This includes loading and unloading as well as the actual transportation of property from origin to destination but does not include ADDITIONAL CHARGES.

Whereby use of the next higher group would result in lower charges, the lowest charges would apply.

MILES	2000 lbs. to 3999 lbs. incl.	BREAK POINT	4000 lbs. to 7999 lbs. incl	BREAK POINT	8000 lbs. to 11999 lbs. incl	BREAK POINT	12000 lbs. and over
31-40	\$34.50	3420	\$29.50	6237	\$23.00	10174	\$19.50
41-50	\$36.00	3333	\$30.00	6267	\$23.50	10213	\$20.00
51-60	\$37.00	3405	\$31.50	6222	\$24.50	10286	\$21.00
61-70	\$38.50	3325	\$32.00	6375	\$25.50	10118	\$21.50
71-80	\$40.00	3300	\$33.00	6424	\$26.50	10189	\$22.50
81-90	\$40.50	3358	\$34.00	6471	\$27.50	10255	\$23.50
91-100	\$42.00	3286	\$34.50	6609	\$28.50	10316	\$24.50
101-110	\$43.50	3264	\$35.50	6648	\$29.50	10169	\$25.00
111-120	\$44.50	3236	\$36.00	6667	\$30.00	10200	\$25.50
121-130	\$46.00	3217	\$37.00	6703	\$31.00	10258	\$26.50
131-140	\$47.50	3116	\$37.00	6811	\$31.50	10286	\$27.00
141-150	\$48.50	3134	\$38.00	6737	\$32.00	10313	\$27.50
151-160	\$50.00	3120	\$39.00	6769	\$33.00	10182	\$28.00
161-170	\$51.00	3059	\$39.00	6874	\$34.00	10235	\$29.00
171-180	\$51.50	3146	\$40.50	6914	\$35.00	10114	\$29.50
181-190	\$52.50	3200	\$42.00	6762	\$35.50	10141	\$30.00
191-200	\$53.00	3208	\$42.50	6776	\$36.00	10333	\$31.00
201-220	\$54.50	3193	\$43.50	6805	\$37.00	10216	\$31.50
221-240	\$56.00	3179	\$44.50	6821	\$38.50	10130	\$32.50
241-260	\$58.00	3138	\$45.50	6857	\$39.00	10308	\$33.50
261-280	\$60.50	3074	\$46.50	6968	\$40.50	10222	\$34.50
281-300	\$60.50	3140	\$47.50	6989	\$41.50	10265	\$35.50
301-320	\$62.00	3194	\$49.50	7030	\$43.50	10207	\$37.00
321-340	\$64.00	3125	\$50.00	7040	\$44.00	10227	\$37.50
341-360	\$65.00	3169	\$52.50	7068	\$45.50	10154	\$38.50
361-380	\$67.00	3164	\$53.00	7019	\$46.50	10194	\$39.50

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